

DEC 10 2008

CASHER'S SECTION
OPERATOR A

TEXAS APPRAISER LICENSING
AND CERTIFICATION BOARD

vs.

BEN P. KNIPE
TX-1320886-R

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DOCKETED COMPLAINT NO.
05-120

CONSENT AGREEMENT

On this the 3 day of December, 2008, the Texas Appraiser Licensing and Certification Board, (the Board), considered the matter of the certification of Ben P. Knipe (Respondent).

I.

Respondent, Ben P. Knipe, is a Texas state certified residential real estate appraiser, and holds certification number TX-1320886-R, and has been certified by the Board during all times material to the above-noted complaint case.

On or about December 3rd, 2003, September 15th, 2003 and, December 20th, 2003, respectively, Respondent appraised real property located at 154 Gemini Court, Conroe, Texas 77306 ("the Gemini property"); 16314 Crockett Crossing, Conroe, Texas 77303 ("the Crockett property"); and, 16408 Danika Oaks Drive, Conroe, Texas 77306 ("the Danika property").

On or about July 6th, 2005, Jeff Strawmyer filed a staff-initiated complaint with the Board. The complaint was based upon information submitted by the United States Department of Housing and Urban Development ("HUD") and alleged that Respondent had produced real estate appraisal reports for the properties that contained violations of the Uniform Standards of Professional Appraisal Practice ("USPAP").

On or about July 7th, 2005 the Board, in accordance with the mandate of the Administrative Procedure Act (the APA), TEX. GOV'T CODE ANN. CHPT. 2001, and TEX. OCC. CODE CHPT. 1103, notified Respondent of the nature of the allegations involved and Respondent was afforded an opportunity to respond to the accusations in the complaint. Respondent's response, which denied the Board's allegations, was received by the Board.

The Texas Appraiser Licensing and Certification Board has jurisdiction over this matter pursuant to the Texas Appraiser Licensing and Certification Act, TEX. OCC. CODE § 1103 et. seq.

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II.

The Board has alleged that Respondent violated various provisions of the Uniform Standards of Professional Appraisal Practice ("USPAP") and that Respondent violated 22 TEX. ADMIN. CODE §§ 153.20(a)(3) and 155.1(a) by the following acts or omissions which did not conform to USPAP in effect at the time of the appraisal reports for the properties.

The Board has also alleged that Respondent violated the following provisions of USPAP as prohibited by 22 TEX. ADMIN. CODE §§ 155.1(a) and 153.20(a)(3): USPAP Standards; USPAP Supplemental Standards Rule; USPAP Ethics Rule; USPAP Standards Rules: 1-3(b) & 2-2(b)(x); 1-4(b)(i) & 2-2(b)(ix); 1-4(b)(ii) & 2-2(b)(ix); 1-4(b)(iii) & 2-2(b)(ix); 1-1(a) & 1-4(b); 1-4(a) & 2-2(b)(ix); 1-1(a) & 1-4(a); 1-5(a) & 2-2(b)(ix); 1-1(a); 1-1(b); 1-1(c); 2-1(a).

III.

Respondent has vigorously denied and continues to deny that he violated any provisions of USPAP as has been alleged by the Board, and Respondent has provided the Board with a detailed written response addressing each of the Board's allegations and supporting Respondent's contention that he did nothing wrong.

IV.

However, in order to resolve this matter without incurring the expense of further litigation, the Board and Respondent have agreed to the following disciplinary action set out in this Consent Agreement. Respondent shall:

- a. Shall pay to the board an administrative penalty of \$1,500.00, the payment of \$1,000.00 of which shall be fully probated under the following conditions:
 - i. During an eighteen month period beginning with the effective date of this Order, Respondent shall submit on a form prescribed by the Board, an appraisal experience log to the Board every three months. The log shall detail all real estate appraisal activities he has conducted during the previous three month period. This experience log shall be signed by Respondent and contain a notarized affidavit attesting that the log is true, complete and fully accurate. Upon request from the Board, Respondent shall provide copies of his appraisal reports and work files for any appraisal assignments he performs during the course of his period of probation within twenty days of notice of any such request;
 - ii. Respondent shall timely remit payment of the non-probated portion of the administrative penalty, and timely complete all of the remedial coursework required in this Order;

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- b. Attend and complete a minimum, 15 classroom-hour course in USPAP;
- c. Attend and complete a minimum, 15 classroom-hour course in Residential Case Studies or the Sales Comparison Approach;
- d. Shall comply with all provisions of the Act, the Rules of the Board, and USPAP in the future, or be subjected to further disciplinary action.

ALL CLASSES required by this Consent Agreement must be classes approved by the Board and must be completed within **TWENTY FOUR MONTHS** of the date of this Agreement and documentation of attendance and successful completion of the educational requirements of this Agreement shall be delivered to the Board on or before the end of the twenty-four (24) month period indicated. None of the classes or seminars required by this Agreement may be taken through correspondence courses. Unless otherwise noted above, all classes must be in-class, have an exam, and Respondent must have a passing grade on the exam given in each class. None of these required classes will count toward Respondent's continuing education requirements for certification.

Payment of the non-probated portion of the **ADMINISTRATIVE PENALTY** must be by certified funds, and must be tendered within **THIRTY DAYS** of the date of this Consent Agreement.

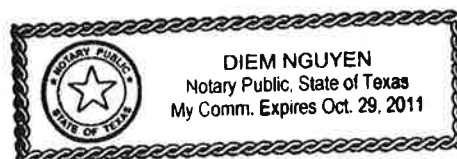
Failure to timely comply with any of the terms of this Consent Agreement could result in initiation of a contested case proceeding against Respondent and after opportunity for a hearing, possible imposition of disciplinary sanctions against Respondent as provided for by TEX. OCC. CODE § 1103.518. Before initiating any such disciplinary proceedings against Respondent, the Board shall give Respondent written notice of any alleged violations of this consent agreement and the Board shall give Respondent a twenty (20) day time period to respond to the allegations and begin taking corrective action to be in compliance, if necessary.

Respondent, by signing this Consent Agreement, waives the Respondent's right to a formal hearing and any right to seek judicial review of this Consent Agreement. Information about this Consent Agreement is subject to public information requests and notice of this Consent Agreement will be published on the Board's web site.

THE DATE OF THIS CONSENT AGREEMENT shall be the date it is executed by the Chairperson of the Texas Appraiser Licensing and Certification Board. The Chairperson has been delegated the authority to sign this Consent Agreement by the Texas Appraiser Licensing and Certification Board vote.

Signed this 3 day of December, 2008.

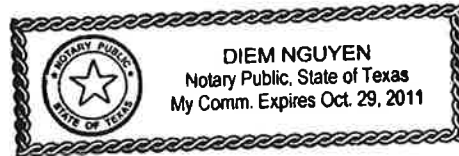

BEN P. KNIPE



SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned, on this the 3 day of December, 2008, by BEN P. KNIPE, to certify which, witness my hand and official seal.

Diem Nguyen
Notary Public Signature

DIEM NGUYEN
Notary Public's Printed Name



Signed by the Commissioner this 20th day of February, 2008.

Timothy K. Irvine
Timothy K. Irvine, Commissioner
Texas Appraiser Licensing and Certification Board

Approved by the Board and Signed this 20th day of February, 2008.

Clinton P. Sayers
Clinton P. Sayers, Chairperson
Texas Appraiser Licensing and Certification Board